

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MOSS BEACH HOMES, INC. FOR THE "CHANGE OF PLACEMENT PROGRAM"**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the **COUNTY OF SAN MATEO**, hereinafter called "County," and **MOSS BEACH HOMES, INC.**, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for "Change of Placement Program " for dependent children at the Tower House Receiving Home with Children and Family Services on July 26, 2005 in the amount of \$250,000 for the term July 1, 2005 to June 30, 2008; and

WHEREAS, the parties amended the Agreement on January 9, 2007 to add funds in the amount of \$257,500 for FY 2006-07 for a new total obligation of \$507,500; and

WHEREAS, the parties wish to further amend the Agreement to add \$271,225 for FY 2007-08 for a new total obligation of \$778,725.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 - of the agreement is amended to read as follows:

Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1", County shall make payment to Contractor in the manner specified herein and in Exhibit "A1". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed **SEVEN HUNDRED SEVEN EIGHT THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS, (778,725).**

2. Original Exhibit B1 will be replaced with Revised Exhibit B2, (rev. 06/04/07).
3. Original Exhibit C1 and C2 will be replaced with Revised Exhibit C3 and C4, (rev. 06/04/07).
4. **All other terms and conditions of the Agreement dated July 26, 2005 and January 9, 2007, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MOSS BEACH HOMES, INC.
Vernon Brown, Executive CEO

Contractor's Signature

Date: _____

**RESPONSIBILITIES
Moss Beach Homes, Inc.
July 1, 2005 through June 30, 2008**

The Contractor's Responsibilities:

In operating the change of placement program for dependent children at the Tower House Receiving Home described in this Exhibit and in Exhibit A, the Contractor will:

1. Provide services to and house up to eight youths.
2. Be responsible for the care, safety and supervision of the residents at all times.
3. Maintain a behavioral management program at a level to justify a State Rate Level 12. (Level 12 is a level of service defined by the state and refers to the ratio of staff per children).
4. Operate within the state Community Care regulations.
5. Provide a Program Manager to supervise child care staff, ensure compliance with Community Care Licensing regulations and operate within the budget agreed upon with the County.
6. Accept only residents referred by the existing County Children's Receiving Home staff. Contractor may not reject any referral from the County Children's Receiving Home staff and that referrals are not to be returned to the County Children's Receiving Home unless there is Agreement by both the Contractor and the County's receiving home staff to do so.
7. Provide non-territorial space within the Tower House Receiving Home for out-posted service providers. (Examples of service providers are the nurse, mental health providers, senior counselors, and others that will provide services to Tower House Receiving Home.)
8. Operate a county shelter program. The Contractor recognizes that it becomes subject to the case plans of the Juvenile Court by signing this Agreement.
9. Administer medications and ensure the continuity of medications to residents.
10. Ensure that each resident is enrolled in and attends school.

11. If needed, provide transportation to youth to and from school.
12. Work with County Mental Health regarding the Therapeutic Behavior (TBS) program.
13. Contact the following for maintenance requests:

Shannon Werner (650) 802-7520 and/or Peter Coudray (650) 312-8902
14. Be responsible for any damages caused by the residents of Tower House to the facility, daily upkeep, including garbage, and obtaining custodial service for Tower House, and any related costs.

County's Responsibilities:

The County will:

1. Pay the lease Agreement with GE Capital and the annual maintenance point of service costs to Department of Public Works for the Tower House Receiving Home. Total lease costs not to exceed \$25,980. The total annual maintenance point of service costs not to exceed \$25,000. (Maintenance point of service costs refers to the coverage of all maintenance for the Tower House Receiving Home with the exception of maintenance due to damage caused by the residents.) The Tower House Receiving Home will hereinafter be called Tower House in this document.
2. Pay for all utilities, automation fees incurred, including telephone usage and networking costs. Pay a fee-for-service at the rates shown below per hour for any maintenance not included in the annual maintenance point of service costs:

Type of Service	Fee per hour
Carpenter	\$59.36
Locksmith	\$57.09
Painter	\$57.78
Stationary Engineer	\$57.42
Utility Worker	\$46.19

Contracted services and materials are billed at actual cost (Rates are subject to change)

3. It is understood that all purchases made by the County will become the property of the County and may not be transferred or sold by the Contractor.
4. Be responsible for Intake and referral of program participants. (The existing County Children's Receiving Home will be the focal point of intake.)
5. Ensure that any referral to the facility who has an injury or illness is medically cleared by San Mateo County General Hospital prior to entering Tower House.
6. Provide a Nurse Practitioner that will be available in case of illness or injury and for checkups, health education, staff consultation, making medical and dental appointments.
7. Provide educational liaison staff that will be available to work with the children's files, assist with Individualized Educational Plan referral and follow up, and consultation with staff.
8. Provide groceries and dinner up to 7 days per week. Food will be purchased and delivered through the County Catering Connection.
9. Provide Senior Counselors who will:
 - Act as liaisons to Social Worker staff when placement issues arise and when cases require interaction with the Court.
 - Meet at least weekly with Tower House Receiving Home staff.
 - Be available to meet with Tower House residents and referrals.
 - Be available to meet with Placement Social Workers.
10. Evaluate with the contractor at a 3 month and 6 month period their change of placement program's ability to meet California Department of Social Services Rates Bureau's standards of reimbursement at 90% occupancy.

Moss Beach Homes, Inc.
July 1, 2005 through June 30, 2008

Budget and Payment Schedule For FY 2007-08

Budget:

- The cost to the County to have the Contractor operate a change of placement program for FY 2007-08 at the Tower House Receiving Home is as shown in Attachment CI and is incorporated by reference herein.
- A base fee for the use of real property in the amount of \$1.00 will be deducted annually making the County's obligation \$271,225 for year three (3) of the Agreement.

Payment:

A. The total Agreement obligation for FY 2007-08 is \$271,225. Monthly invoices shall be sent to:

Marnita Garcia-Fulle
County of San Mateo
Human Services Agency
400 Harbor Blvd., Bldg B
Belmont, CA 94002

B. The County shall pay Contractor upon receipt and approval of monthly invoices as shown below and payments will be made within thirty (30) days after receipt of the Contractors invoice:

July 1, 2007	\$22,602
August 1, 2007	\$22,602
September 1, 2007	\$22,602
October 1, 2007	\$22,602
November 1, 2007	\$22,602
December 1, 2007	\$22,602
January 1, 2008	\$22,602
February 1, 2008	\$22,602
March 1, 2008	\$22,602
April 1, 2008	\$22,602
May 1, 2008	\$22,602
June 1, 2008	<u>\$22,603</u>
Total	\$271,225

**Exhibit C4
(rev. 06-04-07)**

**Moss Beach Homes, Inc.
July 1, 2005 through June 30, 2008**

Budget for the term July 1, 2007 through June 30, 2008

	Proposed 2007-08		Wage	
Expenses Category	3% increase		Parity	
PAYROLL			Subsidy	
Program Manager (Salary) 40+ hrs wk			+3%	\$26,522.50
1 CCW III 40 hr wk	40	\$21.00	\$8.24	\$17,653.38
1 CCW II 30 hr wk	40	\$20.00	\$8.24	\$17,653.38
CCW I - AM 56 hr wk	40	\$17.50	\$8.24	\$17,653.38
CCW I - PM 96 hr wk	120	\$17.50	\$8.24	\$52,960.13
CCW I - PM 96 hr wk	100	\$17.50	\$8.24	\$44,133.44
CCW I - NS 112 hr wk	62	\$17.50	\$8.24	\$27,362.73
Total Payroll	402			\$40,787.79
Benefits				
Total Payroll & Benefits				\$203,938.93
Administrative Overhead				\$20,499.28
Less \$1.00 Occupancy Fee charged by the County of San Mateo				-\$1.00
Transportation				\$6,000.00
Total Amount of County of San Mateo Obligation				\$271,225.00